

NON-DISCLOSURE AGREEMENT

COVER PAGE

The attached Non-Disclosure Agreement provides for a distribution of the “Source Code” associated with the various systems that are considered to be a part of this RFP.

In order for the vendor to receive a copy of the “Source Code”, the State requires the receipt of a signed Master Copy of the Non-Disclosure Agreement; faxed and e-mailed copies will not be accepted. The signed Master Copy may be submitted at the first Vendor Meeting or it may be mailed to:

**Stephanie Taylor
Indiana Department of Administration
Senior Account manager, FSSA Procurement
402 West Washington Street
Room W478
Indianapolis, IN 46204**

**(317) 233-5710
sttaylor@idoa.IN.gov**

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is between The Indiana Family and Social Services Administration, Division of Aging ("State") and _____ ("Company") a corporation, having a business address at _____.

I. RECITALS

- A. State wishes to provide to Company, and the Company wishes to accept, certain confidential software coding documentation for limited purposes (hereinafter collectively "Source Code") relative to the Company responding to a State generated Request for Proposal (RFP). The restrictions stated below include all communication of Source Code between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
- B. The parties wish the Company to receive the Source Code for the sole purpose of allowing the Company to have sufficient time and understanding to be able to provide an informed response to the upcoming RFP.
- C. State is willing to disclose the Source Code and Company is willing to receive the Source Code (as "Receiving Party") on the terms and conditions set forth herein.

Therefore, State and Company agree, as follows:

- 1. That the disclosure of Source Code by State is in strictest confidence and thus Company will:
 - a. (1) Not disclose to any other person the Source Code and (2) use at least the same degree of care to maintain the Source Code secret as the Company uses in maintaining as secret its own secrets, but always at least a reasonable degree of care;
 - b. Use the Source Code only for the above purpose;
 - c. Restrict disclosure of the Source Code solely to those employees of Company having a need to know such Source Code in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the Source Code, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations;
 - e. Within fifteen (15) days following request of State, return to State all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Source Code, or confirm to State, in writing, the destruction of such materials; and

2. This Agreement imposes no obligation on Company with respect to any portion of the Source Code` received from State which (a)(1) was known to the Company prior to disclosure by State and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Company or (e) is generally disclosed by State to third parties without any obligation on the third parties.
3. The Source Code shall remain the sole property of State.
4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, State, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
5. The validity, construction, and performance of this Agreement are governed by the laws of the state of Indiana.
6. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
7. This Agreement is binding upon State and Company, and upon the directors, officers, employees and agents of Company. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Company's obligations of confidentiality and restrictions on use of the Source Code disclosed by State shall survive termination of this Agreement.

(Company)

By: _____

Name: _____

Title: _____

Date: _____

FSSA/DA

By: _____

Name: _____

Title: _____

Date: _____